



**Arizona State University**  
**INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES**

THIS CONTRACT is made between the **Arizona Board of Regents**, a body corporate, for and on behalf of **Arizona State University (ASU)** and **Ticketmaster, LLC (Vendor or Ticketmaster)**, effective as of June 7, 2017 (the Effective Date).

ASU issued Request for Proposal 331701 for ASU Sun Devil Athletics Primary Ticket Provider (the "RFP"). Vendor responded to the RFP with its proposal. ASU and Vendor desire to enter into this Agreement for the purpose of Vendor providing ASU with these services.

In consideration of the mutual obligations specified in this Contract, the parties agree as follows:

1. **Engagement; Services and Deliverables.** ASU retains Vendor, as of the Effective Date, and Vendor accepts such engagement, to perform the services as and when described on Exhibit A (the Services). As part of the Services, Vendor will deliver to ASU all reports, code, documents, software, and other items and materials as and when described on Exhibit A (the Deliverables).
2. **Compensation.** ASU will pay Vendor for the Services (which by definition include the Deliverables) as and when set forth on Exhibit B. Unless described with specificity on Exhibit B, Vendor will be solely responsible for all expenses it incurs in connection with Vendor's obligations under this Contract. ASU will make all payments to Vendor in Vendor's legal name as set forth in the opening paragraph.
3. **Payment.** Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes relating to time and manner of submission of claims. ASU's obligation is payable only and solely from funds appropriated for the purpose of the contract. The payment terms for the contract are Net 30 days.
4. **Price Adjustment.** Price changes will normally only be considered at the end of one contract period and the beginning of another. Price change requests shall be supported by evidence of increased costs to the Vendor. ASU will not approve price increases that will merely increase the gross profitability of the Vendor at the expense of ASU. Price change requests shall be a factor in the contract extension review process. ASU shall determine whether the requested price increase or an alternate option is in the best interest of ASU.
5. **Sales and Use Tax.** The Vendor agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The Vendor further agrees to indemnify and save harmless ASU, of and from any and all claims and demands made against it by virtue of the failure of the Vendor or any subcontractor to comply with the provisions of any or all said laws and amendments. ASU is not exempt from state sales excise tax and compensation use tax, except for equipment purchased for research or development under the provisions of A.R.S. §42-5159 (B) (14). Any equipment ordered as tax exempt shall be invoiced separately from taxable systems, even if purchased on the same purchase order from ASU.
6. **Term and Termination.** The obligations of the parties will commence on the Effective Date and, unless sooner terminated, expire 36 months after the Effective Date (the Term). Thereafter the term may be renewed upon mutual written consent. The total Term will not exceed 5 years. The term of this Contract will not exceed five years.

In the event that either party shall default in any of the terms and conditions of the Contract, the non-defaulting party may notify the defaulting party in writing of such failure and demand that the same be remedied within 30 days. Should the defaulting party fail to remedy the same within said period, the non-defaulting party shall then have the right to terminate the Contract upon written notice of termination. Upon termination of this Contract by Vendor as a result of any ASU default, ASU shall forthwith pay to Vendor all amounts due and owing pursuant hereto, and Vendor may in addition to terminating this Contract, terminate ASU's right to access and use the TM System and take immediate possession of the Hardware (if any), and Software wherever the same may be located without demand, notice or court order. Upon termination of this Contract by ASU as a result of any Vendor default, Vendor shall refund to ASU all prepaid amounts for goods and services not delivered or rendered, and ASU may terminate any rights granted to Vendor herein.

Subject to the requirements in section 28 of this Contract, this Contract may be terminated by either party in the event any act by the other party threatens to cause any infringement of the non-infringing party's intellectual property or other property right, including without limitation, any copyright, license right or trade secret right, and such other party fails to refrain from so acting within ten (10) business days' written notice from the non-infringing party.

All provisions of this Contract that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Contract. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy herein or otherwise available at law or in equity, each and all of which are subject to the limitation of liability provision set forth in Section 15 of this Contract.

7. **Independent Contractor.** Vendor is an independent contractor. Neither Vendor nor any of Vendor's owners, officers, directors, managers, members, employees, agents, contractors, or subcontractors (collectively, with Vendor, the Vendor Parties), will be employees, agents, partners, or joint venturers of ASU. None of the Vendor Parties will be eligible for any benefits from ASU, including worker's compensation coverage, nor will ASU make deductions from any amounts payable to Vendor for taxes. Taxes for any amounts paid to Vendor will be Vendor's sole responsibility.
8. **Nondisclosure and Trade Secrets.** The parties acknowledge they may receive (or have received) from each other and otherwise be exposed to confidential and proprietary information relating to each party's business practices, strategies, and technologies, data, as well as confidential information necessary to perform the Services and/or provide the Deliverables (collectively, Confidential Information). Confidential Information may include, but is not be limited to, confidential and proprietary information supplied to the receiving party with the legend "Confidential and Proprietary," or other designations of confidentiality. As between the receiving party and the disclosing party, the Confidential Information is the sole, exclusive, and valuable property of the disclosing party. Accordingly, the receiving party will not reproduce or otherwise use any of the Confidential Information except in the performance of the Services or the provision of the Deliverables, and will not disclose any of the Confidential Information in any form to any third party, either during or after the Term, except with disclosing party's prior written consent. Upon termination of the Contract, the receiving party will cease using, and will return to the disclosing party, all originals and all copies of the Confidential Information, in all forms and media, in the receiving party's possession or under receiving party's control.

The receiving party will have no obligation to maintain as confidential any Confidential Information (other than ASU Data) that the receiving party can show: (i) was already lawfully in the possession of or known by the receiving party before receipt from the disclosing party; (ii) is

or becomes generally known in the industry through no violation of the Contract or any other agreement between the parties; (iii) is lawfully received by the receiving party from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the disclosing party sufficient to allow the disclosing party to contest such order; or (v) is approved in writing by the disclosing party for release or other use by the receiving party.

ASU is a public institution and, as such, is subject to ARS §§ 39-121 through 39-127 regarding public records. Accordingly, notwithstanding any other provision of this Contract, any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of Arizona law.

9. **Intellectual Property.** As of the Effective Date of this Agreement, the Parties do not contemplate developing any unique intellectual property as part of this Agreement. If that assumption changes, the Parties will negotiate in good faith and enter into a separate written agreement to determine the ownership rights of such joint property. Except as expressly set forth herein, neither Party grants the other any rights or licenses in or to its intellectual property rights under the Agreement.
10. **Data Use, Ownership, and Privacy.** As between the parties, ASU will own, or retain all of its rights in, all data and information that ASU provides to Vendor ("ASU Data", which shall not include at any time Purchaser Data). Purchaser Data as such term is used herein means the personally identifiable information with respect to persons who actually purchased tickets to ASU's attractions through the Vendor system (whether by Telephone Sales or Internet Sales). Each party agrees to use the Purchaser Data only in compliance with all applicable laws and administrative rulings and in accordance such party's own posted privacy policies. Each party agrees that if any portion of the Purchaser Data includes a person's name and that person's (i) social security number; (ii) driver's license or government identification number; or (iii) password and account identification, then each party shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Purchaser Data to protect the Purchaser Data from unauthorized access, destruction, use, modification or disclosure. Each party also agrees that if any portion of the Purchaser Data includes credit or debit card numbers and related information, each party shall comply with payment card industry standards. Each party shall also include in any email communications that such party may make based on the Purchaser Data a mechanism to provide the recipient with the right to "opt-out" from receiving further communications from such party shall honor such opt-out preferences.

ASU Data will be ASU's Intellectual Property and Vendor will treat it as ASU's confidential and proprietary information. Vendor will not use, access, disclose, or license, or provide to third parties, any ASU Data, except: (i) to the extent necessary to fulfill Vendor's obligations to ASU hereunder; or (ii) as authorized in writing by ASU. Without limiting the generality of the foregoing, Vendor will not use any ASU Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, ASU's prior written consent. Vendor will not, directly or indirectly: (x) attempt to re-identify or de-aggregate de-identified or aggregated information; or (y) transfer de-identified and aggregated information to any party unless that party agrees not to attempt re-identification or de-aggregation. For ASU Data to be considered de-identified, all direct and indirect personal identifiers must be removed, including names, ID numbers, dates of birth, demographic information, location information, and school information. Upon request by ASU, Vendor will deliver, destroy, and/or make available to ASU, any or all ASU Data.

Notwithstanding the foregoing, if this Contract contains a scope of work or other provision that requires or allows Vendor to provide aggregated and de-identified data to Vendor's customers, then Vendor may provide such information solely to the extent allowed in this Contract, and only if such data is aggregated with similar data of other customers of Vendor (i.e. is not identified as ASU, ABOR, or Arizona-specific).

11. **Information Security.** All systems containing ASU Data must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. To diminish information security threats, Vendor will (either directly or through its third party service providers) meet the requirements set forth on Exhibit E.
12. **Advertising, Publicity, Names And Marks.** Vendor will not do any of the following, without, in each case, ASU's prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (ASU Marks), for any reason including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Contract; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of any ASU Marks must comply with ASU's requirements, including using the ® indication of a registered trademark where applicable. Notwithstanding the foregoing, ASU hereby grants to Vendor a non-exclusive, non-transferable, non-sublicensable, license to use the ASU Marks, as set forth on Exhibit D, and to use any other ASU Marks as designated by ASU in writing to Vendor in advance from time to time during the Term, to facilitate Vendor's provision of Services under this Agreement, as well as to enable Vendor to advertise ASU's Attractions and the availability of tickets to ASU's Attractions as set forth in Exhibit A. Vendor grants to ASU a royalty-free, non-exclusive, non-transferable license, during the Term, within the territory, to include its trademarks, service marks and trade names ("Vendor Marks") solely in connection with the promotions and marketing contemplated in this Contract. Each party shall retain all right, title and interest in and to its respective trademarks, service marks and trade names worldwide and shall only use the other's as provided. Each party shall have the right to monitor the quality of the other party's use of its marks. Additionally, each party shall notify the other promptly in writing of any known infringement.
13. **Warranties.** Vendor represents and warrants that: (i) all of the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by Vendor and personnel employed by Vendor reasonably suited by skill, training and experience for the type of Services they are assigned to perform; (ii) Vendor will comply, and will be responsible for ensuring its employees, contractors, subcontractors and agents comply, with all applicable federal, state and local laws in the performance of its obligations hereunder; (iii) Vendor's performance under the contract will not result in a breach of any other agreement to which Vendor is a party; (iv) all intellectual property that Vendor may make, conceive, discover, develop or create pursuant to or in connection with the Agreement will be original creations, and will not infringe upon or violate any Intellectual Property of any third parties; (v); any software developed under the contract will not contain any viruses, worms, Trojan Horses, or other disabling devices or code; and (vi) in addition to all implied warranties at law or in equity, any Deliverables furnished will conform to the specifications, drawings, and descriptions created therefor, and to any samples furnished by Vendor; if there is a conflict among the specifications, drawings, and descriptions, the specifications will govern.
14. **Indemnification.** Vendor will indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its and their officials, agents and

employees (collectively, Indemnatee) for, from, and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by (i) a material breach of this Contract; or (ii) Vendor Parties failure to comply with any applicable law; except, in each case, to the extent that any such claim shall relate to ASU's negligence or willful misconduct with respect thereto. Vendor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Each party will be responsible for its own negligence, actions and omissions.

15. **Limitations on Liability.** NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER FOR ANY CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND, WHETHER IN CONTRACT, AGREEMENT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Due to the nature of the License, any loss of data is a direct damage, and not a consequential damage. ASU is a public institution and, as such, any indemnification, liability limitation, or hold harmless provision will be limited as required by Arizona law, including without limitation Article 9, Sections 5 and 7 of the Arizona Constitution and ARS §§ 35-154 and 41-621.

16. **Payment Card Industry Data Security Standard.** For e-commerce business and/or card transactions, Vendor will comply with the requirements and terms of the rules of all applicable payment card industry associations or organizations, as amended from time to time (PCI Security Standards), and be solely responsible for security and maintaining confidentiality of payment card transactions processed by means of electronic commerce up to the point of receipt of such transactions by a qualified financial institution.

Vendor will, at all times during the term of this Contract, be in compliance with the then current standard for Payment Card Industry Data Security Standard (PCI DSS), and Payment Application Data Security Standard (PA-DSS) for software. Vendor will provide attestation of compliance to ASU annually by delivering to ASU current copies of the following: (i) Vendor's "Attestation of Compliance for Onsite Assessments – Service Providers;" (ii) an attestation that all locations storing ASU data are being processed and secured in the same manner as those in Vendor's "PCI Report on Compliance;" and (iii) a copy of Vendor's PCI Report on Compliance cover letter. Vendor will notify ASU immediately if Vendor becomes non-compliant, and of the occurrence of any security breaches (including information disclosure, network intrusions, successful virus attacks, and unauthorized access or modifications).

Vendor's services must include the following:

- (a) Vendor maintains its own network operating on its own dedicated infrastructure. Vendor's network includes a firewall that (i) includes access control rules that separate Vendor's PCI network from ASU, and (ii) restricts any communication between Vendor's network devices and ASU systems.
- (b) Vendor assures that no unencrypted cardholder data traverses or otherwise is stored on ASU's network, and ASU has no ability to decrypt cardholder data.

17. **Americans with Disabilities Act and Rehabilitation Act.** Vendor will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations in connection with Vendor's sale of tickets to ticket purchasers under the Agreement.



18. **Background Checks.** To ensure the safety and security of ASU, Vendor will conduct reference checks, background checks, and fingerprinting (Screenings) as and when required, on all persons employed or contracted by Vendor to perform work under the contract. The necessity and adequacy of the Screenings will be determined by the type of work each person will be performing under the contract; at a minimum, within 90 days prior to a person commencing work under the contract, Vendor will conduct Screenings on such person as would be required if ASU were hiring the person. These minimum Screening requirements are set forth in ASU ACD 126 at <http://www.asu.edu/aad/manuals/acd/acd126.html> and ARS § 15-1649. During the term of the contract, Vendor will exclude from any direct participation in Vendor's performance under the contract, any dishonest, unethical, unreasonably dangerous, or otherwise unqualified person. Vendor will maintain as part of the records Vendor is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Vendor will abide by all applicable laws, rules and regulations including the Fair Credit Reporting act and/or any equal opportunity laws, rules, regulations or ordinances.

19. **Insurance Requirements.** Without limiting any liabilities or any other obligation of Vendor, Vendor will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged, including any warranty periods under this Contract, or are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the work hereunder by Vendor, its agents, representatives, employees or subcontractors as described on Exhibit F.

20. **Responsibility.** Each party will be responsible for the negligence, acts and omissions of its employees and contractors when acting under such party's direction and supervision. Notwithstanding the terms of this Contract or any other document or agreement: (i) other than for employees and contractors acting under ASU's direction and supervision, ASU is not responsible for any actions of any third parties, including its students; and (ii) no person may bind ASU unless they are an authorized signatory of ASU, as set forth in PUR-202, which can be found at: <http://www.asu.edu/counsel/manual/signatureauthority.html>.

Vendor shall have no responsibility for any and all claims, actions, damages, expenses, obligations, losses, liabilities and liens, occurring as a result of, or in connection with: (i) any breach of or default under this Contract by ASU or any of its officers, directors, employees and agents (collectively, "ASU's Representatives"); (ii) use of the TM System and any e-mail campaigns or distributions using the TM System or possession and use of the Hardware (if any) by ASU or any of ASU's Representatives; (iii) any Attraction held or scheduled to be held at the Facility (including any injuries or deaths occurring at or in connection with any Attraction or the failure of any Attraction to occur or to occur in the manner advertised or promoted); and (iv) ASU's use of the Purchaser Data; except, in each case, to the extent that any such claims shall relate to Vendor's negligence or willful misconduct with respect thereto.

21. **Anti-Kickback.** In compliance with FAR 52.203-7, ASU has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

22. **Gratuities.** ASU may, by written notice to the Vendor, cancel the Contract if it is found by ASU that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of the State of Arizona

with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by ASU pursuant to this provision, ASU shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Vendor in providing such gratuities.

23. **Non-Discrimination.** The Vendor shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
24. **Equal Opportunity Clause.** The Provisions of Section 202 of Executive Order 11246.41, C.F.R. § 60-1.4.41, C.F.R. § 60-250.4 and 41, and C.F.R. § 60-741.4 are incorporated herein by reference and shall be applicable to the contract unless the contract is exempted under the rules, regulations or orders of the Secretary of Labor.
25. **Conflict Of Interest.** If within three years after the execution of this Contract, Vendor hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Contract, then ASU may cancel this Contract as provided in Arizona Revised Statutes (ARS) § 38-511. Notice is also given of ARS §§ 41-2517 and 41-753.
26. **Labor Disputes.** Vendor shall give prompt notice to ASU of any actual or potential labor dispute which delays or may delay performance under the contract.
27. **Arbitration in Superior Court.** As required by ARS § 12-1518, the parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to ARS § 12-133.
28. **Dispute Resolution.** If a dispute arises in relation to a bid protest, the parties will exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.
29. **Failure of Legislature to appropriate.** In accordance with ARS § 35-154, if ASU's performance under this Contract depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Vendor and cancel this Contract without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.
30. **Records.** To the extent required by ARS § 35-214, the non-ASU parties to this Contract (jointly and severally, Vendor) will retain all records relating to this Contract. Vendor will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Contract and for a period of five years after the completion of this Contract. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by the University on reasonable notice to Vendor. Records may be provided electronically.
31. **Audit.** Vendor may inspect ASU's records and/or its computer system solely related to the Vendor's Software solely for the purpose of auditing ASU's use of the Software, and only to the extent the

inspection does not include access to ASU Data outside the scope of this Contract. This access will not interfere with ASU's operation of the Software or its general educational operations, will be permitted no more than once during each consecutive 12-month period during the term of this Contract, during ASU regular business hours, and upon with 30 days prior written notice.

32. **Insolvency.** ASU shall have the right to terminate the Contract at any time in the event Vendor files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Vendor and not discharged within thirty (30) days; or if Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Vendor or its business.
33. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining and Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
34. **Debarment and Suspension.** Recipients shall fully comply with the requirements stipulated in Subpart C of 45 CFR 620, entitled "Responsibilities of Participants Regarding Transactions". The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the award, or pursuance of other available remedies, including suspension and debarment. Recipients may access the Excluded Parties List System at: <https://www.sam.gov/index.html/#1#1>.
35. **Installment Payment Agreement.** ASU is precluded from entering into an installment payment agreement unless such agreement can be canceled for non-allocation of funds at the end of any fiscal year, at no penalty to ASU. If funds are not allocated for the contract for periodic payment in any future annual fiscal period, following ASU's formal request for funds, ASU is not obligated to pay the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current fiscal year. ASU agrees to notify the Vendor of such non-allocation at the earliest possible time. No penalty shall accrue to ASU in the event this provision shall be exercised. This provision shall not be construed so as to permit ASU to terminate the contract in order to acquire similar equipment from another party.
36. **Arizona State University Confidential Financial Information Agreement.** A separate agreement is necessary to comply with the requirements of the "Gramm Leach Bliley Act" dealing with the confidentiality of customer information and the Safeguarding Rule.
37. **Authorized Presence Requirements.** As required by ARS § 41-4401, ASU is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Vendor warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate



to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of this Contract that is subject to penalties up to and including termination of this Contract. ASU retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.

38. **No Boycott Of Israel.** As required by ARS §§ 35-393 to 35-393.01, Vendor certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract.
39. **Title IX Obligation.** Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment that is built on respect and free of sexual harassment. ASU's Title IX Guidance is available at [www.asu.edu/titleIX/Vendors-and-an-Environment-of-Respect.pdf](http://www.asu.edu/titleIX/Vendors-and-an-Environment-of-Respect.pdf). Vendor will: (i) comply with ASU's Title IX Guidance; (ii) provide ASU's Title IX Guidance to any Vendor Parties who may reasonably be expected to interact with ASU students and employees, in person or online; and (iii) ensure that all Vendor Parties comply with ASU's Title IX Guidance.
40. **Notices.** All notices and communications required or permitted under this Contract will be in writing and will be given by personal delivery against receipt (including private courier service such as Federal Express), or certified United States Mail, return receipt requested. All notices and communications will be sent to the addresses set forth below or to such other address as the parties may specify in the same manner:

**To ASU:**

Sun Devil Athletics  
PO Box 2505  
Tempe, AZ 85287-2505  
Attn: Sr. Associate Athletic Director

With a copy to:

Purchasing and Business Services  
PO Box 875212  
Tempe, AZ 85287-5212  
Attn: Chief Procurement Officer

**To Vendor:**

Ticketmaster, LLC  
3100 Broadway  
Kansas City, MO 64111  
Attn: Director-Client Development

With a copy to:

Ticketmaster, LLC  
271 17th Street NW  
Atlanta, GA 30363  
Attn: SVP- College Athletics

And with a copy to:

Ticketmaster, LLC  
7060 Hollywood Blvd.

Los Angeles, CA 90029  
Attn: General Counsel

Notices, if delivered, and if provided in the manner set forth above, will be deemed to have been given and received on the date of actual receipt or upon the date receipt was refused. Any notice to be given by any party may be given by legal counsel for such party. Notwithstanding the foregoing, settlement reports may be delivered by Vendor to ASU via email.

41. **Outside Services.** Nothing herein shall prohibit Vendor from soliciting work or otherwise performing work for individuals or entities other than ASU (including but not limited to third party individuals or entities that may be a direct or indirect competitor of ASU).
42. **Force Majeure.** Neither party will be liable for any delay or failure in performing its obligations hereunder if caused by a factor beyond such party's reasonable control, including, without limitation, acts of God, acts of terrorism, acts of government, emergency (e.g., active shooter situation, bomb threat), fire or other casualty, provided the affected party makes every effort to promptly resume performance. If the affected party cannot resume performance within 30 days after the event of force majeure, then the other party may, without penalty or liability, terminate this Contract upon written notice.
43. **No Waiver.** No waiver by either party of any breach of the provisions of the contract by the other party shall in any way be construed to be a waiver of any future breach or bar either party's right to insist on strict performance of the provisions of the contract.
44. **Modifications.** The Contract can be modified or rescinded only in writing and signed by both parties or their duly authorized agents.
45. **Assignment-Delegation.** No right or interest in the Contract shall be assigned, or any obligation delegated, by Vendor without the written permission of the ASU, except in the event of an assignment by Vendor to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event Vendor must provide written notice to ASU. Should ASU, in its sole discretion, determine assignee is not in the best interest of the ASU, ASU shall have the right to terminate this Agreement upon 30 days written notice to the assignor and assignee. Notwithstanding the foregoing, ASU agrees and acknowledges that certain of Vendor's duties and obligations under this Contract may be performed on Vendor's behalf by one or more of its parent, subsidiaries and affiliates, and no such performance shall be deemed to be an assignment or breach of this Contract by Vendor.

Without the prior written consent of Vendor, ASU shall not (i) directly or indirectly assign, transfer, pledge or hypothecate its rights or obligations in this Contract or any interest therein; or (ii) permit the Hardware (if any) or any part thereof to be used, or access to the Software or any part thereof to be had, by anyone other than ASU or ASU's authorized employees or authorized ASU personnel. Any such assignment shall not relieve ASU of any of its obligations hereunder.

46. **Interpretation-Parol Evidence.** This writing, including any Exhibits attached hereto and incorporated herein by this reference, is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a

course of performance rendered under the Contract shall not be relevant to determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the contract and not otherwise defined in the Contract, the definition contained in the Code is to control.

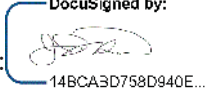
47. **Governing Law and Venue.** This Contract will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU's obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. ASU shall use its reasonable efforts to promptly notify Vendor of any material changes to such regulations/policies of the Arizona Board of Regents affecting ASU's ability to perform its obligations under the terms of this Contract. Any proceeding arising out of or relating to this Contract will be conducted in Maricopa County, Arizona. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.

The parties have signed this Contract as of the Effective Date.

TICKETMASTER, LLC

ARIZONA BOARD OF REGENTS, A BODY  
CORPORATE, FOR AND ON BEHALF OF  
ARIZONA STATE UNIVERSITY

Signature:  \_\_\_\_\_  
Name: Janeen Lalik

Signature:  \_\_\_\_\_  
Name: Jamon Hill

Title: Senior Vice President, College Athletics Title: Deputy CPO

Date: June 8, 2017 Date: June 9, 2017

EXHIBIT A  
SERVICE AND DELIVERABLES

Sun Devil Athletics has engaged Vendor to provide event ticketing processing, event access control, fundraising/customer relationship management, e-commerce, and reporting systems in one ticketing system as stated herein.

1. **DEFINITIONS.** As used in this Contract, the following terms shall have the respective meanings indicated below unless the context otherwise requires:
  - 1.1. **"AccessManager"** means the Ticketmaster AccessManager software which interfaces with the TM System to facilitate certain reporting systems and to provide various enhanced services to the patron admissions process through the use of bar codes or other media printed on Tickets.
  - 1.2. **"AccountManager"** means the Vendor AccountManager software and hosting services that allow Subscribers to manage their Season/Contract Ticket accounts.
  - 1.3. **"Archtics"** means Vendor's software that delivers extensive season, miniplan and single ticket functionality in connection with the Vendor's host system and distribution channels for inventory control by Vendor and ASU.
  - 1.4. **"Archtics Transaction Fees"** means the amounts Ticketmaster charges for certain Software transactions as described in Exhibit B.
  - 1.5. **"Attraction"** means a concert, sporting, entertainment or other act or event conducted, operated, or hosted by Sun Devil Athletics at the Facility, excluding events for which all Tickets comprising the Sellable Capacity have a Face Value of \$0.00.
  - 1.6. **"Attraction Taxes"** means any and all sales, amusement, admissions and other taxes, charges, fees, levies or other assessments measured by reference to a charge per Ticket sold or determined based upon the purchase price of a Ticket assessed by federal, state, county, municipal or other governmental or quasi-governmental authorities as a result of, or in connection with, any Attraction, including ASU Taxes and Vendor Taxes as further described below. To the extent such taxes relate to the funds paid or owed to ASU under this Contract such portion of Attraction Taxes may also be referred to herein as ASU Taxes, and to the extent such taxes relate to fees or charges collected and retained by Vendor under this Contract, such portion of Attraction Taxes may also be referred to herein as Vendor Taxes.
  - 1.7. **"Chargebacks"** is defined in Exhibit B, Section 6 hereof.
  - 1.8. **"Convenience Charge"** means the per Ticket amount charged to a consumer for the convenience of purchasing Tickets through the TM System.
  - 1.9. **"Contract Year"** means each twelve month period commencing July 1 and continuing through the following June 30.
  - 1.10. **"Face Value"** means the face price of a Ticket as determined by ASU, which shall be inclusive of all applicable Attraction Taxes and facility, parking and similar fees.

- 1.11. **“Facility”** means those venues owned, controlled, leased, operated or managed by Sun Devil Athletics, directly or indirectly through one or more affiliates, or where Sun Devil Athletics otherwise controls the rights or has the authority to sell tickets to any event.
- 1.12. **“Facility Box Office”** means the Facility’s Ticket sales locations that are operated by ASU and located at the Facility.
- 1.13. **“Group Sales”** means sales of Tickets by ASU to a group consisting of at least fifteen (15) people for use by the group members to attend an Attraction as a group. In no event shall Group Sales consist of the sale of Tickets to individuals to attend an event separately or for individuals to purchase Tickets with the intent to resell such Tickets.
- 1.14. **“Hardware”** means all of that certain computer hardware, communications equipment, terminals and hook-ups (including replacements thereof) listed with particularity on Exhibit A, Section 10.2 or otherwise supplied by Vendor to ASU at any time during the Term of this Contract, but excluding (i) any computer hardware, communications equipment, terminals and hook-ups purchased by ASU to provide the connectivity to and interfacing with the TM System required under this Contract, and (ii) any computer hardware, communications equipment, terminals and hook-ups purchased by ASU from Vendor.
- 1.15. **“Hosted Platform”** shall mean the equipment, operating system, hardware and software specifications, and networking environment on and with which the TM System and Software are hosted by Vendor, and additions or replacements to the foregoing which may be implemented by Vendor in accordance with the terms of this Contract.
- 1.16. **“House Seats”** means Tickets provided by ASU (i) to the Attraction's promoter, performing act or event, or their managers or agents (i.e. band holds); (ii) for distribution through legitimate fan clubs in accordance with current guidelines (i.e. fan club holds); or (iii) for legitimate promotional purposes (e.g. radio station promotions); provided that House Seats Tickets shall not be distributed to the general public.
- 1.17. **“Inside Charges”** means the amounts Vendor charges ASU to sell, issue and process Tickets utilizing the TM System under this Contract.
- 1.18. **“Interface Page”** means a co-branded web page interface for use with Software transactions designed, created and maintained by Vendor to have, in general, the look and feel of ASU’s Website and hosted on Vendor’s web servers.
- 1.19. **“Internet Sales”** means all sales of Tickets over the Internet.
- 1.20. **“Payment Processing Fees”** is defined in Exhibit B, Section 2.1.
- 1.21. **“ASU’s Website”** means an Internet website(s) owned, operated and maintained by ASU, which shall contain links to the Interface Page.
- 1.22. **“Processing Fee”** means the per order amount charged by Vendor to a consumer for purchasing Tickets via Internet Sales or Telephone Sales through the TM System.
- 1.23. **“Purchaser Data”** is defined in Section 11(c) hereof.



- 1.24. **“sale and sell”** and any derivations thereof in this Contract shall include any distribution for consideration, by any means or method (including without limitation, on the Internet or by auction) and shall include resales.
- 1.25. **“Season/Contract Tickets”** means specifically designated Tickets sold directly by ASU on an annual basis across all Attractions or across all of a category of Attractions (i.e., luxury suites, club level seats and season tickets).
- 1.26. **“Sellable Capacity”** means the admission capacity of the Facility for any particular Attraction.
- 1.27. **“Software”** means Vendor’s ticketing system software known and marketed as Ticketmaster Classic, AccessManager, TM Charge, Ticketmaster APIs, and the additional ticket sales software and Internet-based premium Ticketmaster services that include Archtics, AccountManager and Hosted Platform, and any new versions thereof or any other deliverables for TM System access provided to a ASU by Vendor during the Term.
- 1.28. **“Subscribers”** means any person who holds an account on ASU’s AccountManager.
- 1.29. **“Telephone Sales”** means all sales of Tickets by Ticketmaster through the TM System via telephone, interactive voice response (IVR) and similar means.
- 1.30. **“Term”** is defined in Section 6 of the Contract.
- 1.31. **“Ticket”** means a printed, electronic or other type of evidence of the right, option or opportunity to occupy space at or to enter or attend an Attraction or Attractions even if not evidenced by any physical manifestation of such right, such as a “smart card”, including, without limitation, tickets printed via TicketFast print-at-home technology.
- 1.32. **“TicketFast®”** means the TM.com Website method of Ticket delivery which allows purchasers to print Tickets from a computer.
- 1.33. **“Ticket Forwarding”** means the ability of Subscribers to forward Tickets purchased through AccountManager to a recipient with a valid email address.
- 1.34. **“Ticket Receipts”** means the Face Value of all Tickets sold by Vendor under this Contract, plus any Convenience Charges retained by ASU, less any applicable Inside Charges, Payment Processing Fees or Vendor Taxes, and less any ASU Taxes if Vendor is required to remit ASU Taxes to any taxing authority.
- 1.35. **“TM Charge”** means the electronic payment processing system within the TM System that utilizes the global banking association networks to authorize electronic payment for purchases of Tickets to Attractions sold by ASU from the Facility Box Office as permitted under this Contract.
- 1.36. **“TM.com Website”** means any Internet websites owned, operated and maintained by Vendor, including, without limitation, any co-branded versions and any version distributed through any broadband distribution platform or through any platform or device including television, broadband and wireless technologies.
- 1.37 **“TM System”** means the Hardware, Software, TM.com Website, related procedures and personnel, and repair and maintenance services established and maintained by Vendor and its

affiliates for the purpose of selling, distributing, auditing and controlling the sale of Tickets for Attractions, including, without limitation, by Internet Sales, by Telephone Sales and the processing of transactions through the Software.

## **2. LICENSE AND USE OF HARDWARE AND SOFTWARE.**

**2.1 License.** Subject to the terms of this Contract, Vendor hereby grants ASU a non-exclusive, non-transferable license to use the Hardware and Software set forth in this Exhibit A (collectively, the "License") in exchange for the fees set forth on Exhibit B, as and to the extent described in this Contract and for the purpose of event ticketing processing, event access control, fundraising/customer relationship management, e-commerce, and reporting of Sun Devil Athletics Attractions (the "Purpose"). ASU will use the Hardware and Software for the Purpose, and consistent with ASU's educational mission.

**2.2 Use.** The Hardware and Software and all related materials may only be used by ASU in connection with the Purpose, and may not be utilized by or in connection with services, software, hardware or systems provided or supplied by any third party. ASU shall use the Hardware (if any) and Software in a careful and proper manner and shall comply with and conform to all federal, state, county, municipal, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Hardware and Software including, but not limited to, federal, state, or other laws applicable to commercial emails. ASU may make a single copy of Archtics only to be used for archival or backup purposes. Except as otherwise provided in the immediately preceding sentence, ASU hereby agrees: (i) not to permit copying or reproduction of the Hardware or Software in any manner, , including without limitation, use in a sharing arrangement or transmission over the internet or over e-mail and similar electronic transmission; (ii) not to disassemble, re-manufacture, repair, re-configure, enhance, upgrade, modify, translate, adapt, create derivative works from or of, decompile or reverse engineer the Software in any way nor merge them into any other program for any purpose; (iii) not to transfer, license or sub-license, assign, rent, sell, grant, publish, disclose, display, or otherwise make available the Software, or any rights therein or copies or derivatives thereof, including other templates or working systems; (iv) not to delete, remove, change or otherwise alter any trademarks, copyright notices or other proprietary marks in or on the Hardware or Software, or any copies, modifications or partial copies thereof; (v) not to "hack," or attempt to "hack," any of the Software, the servers on which the Software is hosted or any other portion of the Vendor network, or otherwise attempt to circumvent, or navigate outside of, the borders of such Software servers in any manner whatsoever; and (vi) not to perform any SQL database operations other than "SELECT" for any system production tables (i.e., tables starting with dba.t\_<wildcard>) from any non-Archtics interface to the database (e.g., ISQL, Access Crystal Reports, etc.).

ASU agrees that use of the TM System by ASU shall be restricted to a reasonable number of ASU's personnel having passwords in the event that Vendor assigns such passwords. Such passwords shall not be transferable without the written permission of Vendor, which permission shall not be unreasonably delayed or withheld. Upon Vendor's reasonable request, ASU (i) shall identify, as the case may be, the users (by name, position and site address), who use or view the TM System or from where the TM System is used, and (ii) shall provide to Vendor access to any database which records access to the TM System.

**2.3 Grant of Rights.** ASU hereby grants to Vendor, and Vendor accepts from ASU, the right during the Term of this Agreement, to be the official designated primary seller and agent of all Tickets for the Sellable Capacity for every Attraction via any and all means and methods, including on the Internet, by telephone, computer, IVR, outlets, television, clubs, auctions, VIP packages, presales,

upsells, or by any other means of distribution, whether existing now or at any time in the future. Except as otherwise permitted under 2.4 below, ASU shall ensure that the entire Sellable Capacity for every Attraction shall be made available for distribution on the TM System.

**2.4 Sales by ASU.** ASU retains the right to (i) sell Tickets from its Facility Box Office, (ii) sell, offer for sale or otherwise distribute secondary market Tickets through Vivid Seats (or any other then-current ASU official designated seller of secondary market Tickets), (iii) sell Tickets through any other e-commerce marketplaces, acting reasonably and in good faith (iv) sell Season/Contract Tickets; (v) conduct Group Sales of Tickets; and (vi) provide a reasonable number of House Seats for any Attraction.

**2.5 No Minimum Sales.** It is agreed and understood that neither Vendor nor ASU guarantees or will guarantee that any minimum or fixed number of Tickets will be sold through the TM System for any Attraction.

### **3. VENDOR RESPONSIBILITIES**

#### **3.1 General.**

Vendor is responsible for providing event ticketing processing, event access control, fundraising/customer relationship management, e-commerce, and reporting systems in one ticketing system pursuant to the terms and conditions set forth herein.

#### **3.2 Installation.**

As soon as reasonably practicable following the Effective Date of the Agreement, Vendor will install the Hardware furnished by Vendor, if any, and provide ASU with access to the Software for the Term of the Agreement.

#### **3.3 Training.**

- a. **Initial Training.** Upon the Effective Date of the Agreement, Vendor will provide new installation training to, but not limited to, ticket office personnel IT staff, management, part-time staff, and day of the event staff ("ASU Staff"). Training delivery method (i.e. in-person, live webinar, recorded webinar, learning labs, etc.) will be determined by the parties prior to any training session. Location of the training will be determined by ASU, acting reasonably. Such location and training attendees will be provided to Vendor in advance.
- b. **On-Going Training.** During the Term of the Agreement, Vendor will provide ongoing training to ASU Staff as reasonably requested by ASU. Training delivery method will include ASU's access to Vendor's community web-based application or in-person training as reasonably requested by ASU.
- c. **Training Fee.** Initial Training and On-Going Training in accordance with the terms and conditions set forth above will be provided at no cost to ASU.

#### **3.4 Data Conversion.**

Upon the Effective Date of the Agreement, Vendor will work with ASU's current data management and warehouse vendor, SSB to replicate, map, and import ticketing and donation history stored with SSB. Vendor will pay for all conversion costs incurred with and payable to SSB related to importing ticketing and donation history for ASU and for the remapping of such areas to be compatible with SSB reporting and the Advance donation system.

#### 4. ASU RESPONSIBILITIES

- 4.1. **Installation.** To help facilitate Vendor's Installation responsibilities, ASU will provide (i) a redundant connectivity solution between the Facility and Vendor's central computer facility for interfacing that satisfies Vendor's minimum system requirements, and (ii) unless otherwise agreed to between the parties, any type of equipment and technology necessary to assist Vendor in completing the installation of such Hardware or Software. Vendor shall have no responsibility for any internal wiring or cabling (e.g., electrical, data lines, etc.) necessary for installation, operation or for proper functioning of the TM System at the Facility.
- 4.2 **Attraction Set-up.** Within a reasonable time before the scheduled on sale date of Tickets for each Attraction ("On-Sale Date"), ASU will furnish Vendor with all necessary information with respect to the Attraction, including, without limitation, seating layout of the Facility, Ticket structure, discounts permissible, Attraction Taxes, any information necessary to calculate Attraction Taxes, if applicable, Ticket header information, logos, entry information, vision and hearing information, wheelchair and other accessible seating information and such other information as is necessary for the proper sale of Tickets (collectively, the "Set-Up Information"). Vendor shall have no responsibility for the inaccuracy of any Set-Up Information furnished by ASU pursuant hereto.
- 4.3 **Facility Box Office Will-Call Services:** During the Term of this Agreement, ASU shall maintain a designated Facility Box Office location for the pick-up of Tickets purchased through Internet Sales and Telephone Sales. The pick-up location shall be open during the normal hours of operation of the Facility Box Office, as designated by ASU. ASU shall notify Vendor of ASU's will-call capabilities and will-call Facility Box Office hours. ASU shall verify the identity of each person picking up Tickets at will-call, and ASU shall not release Tickets to any customer whose identity has not been reasonably verified
- 4.4 **Supplies.** ASU will be responsible for maintaining adequate nondurable operational supplies used at the Facility in connection with the operation of the Hardware and Software to assure continuous operations at the Facility.
- 4.5 **Ticket Stock.** For tickets fulfilled by ASU at the Facility Box Office, ASU shall either (i) provide, or pay Vendor to provide, its own blank custom ticket stock and ticket envelopes in which case ASU shall have the right to sell advertising on such ticket stock and ticket envelopes or (ii) have Vendor provide Vendor's standard ticket stock and ticket envelopes in which case Vendor shall have the right to sell advertising on such ticket stock and ticket envelopes. ASU shall be responsible for the security of Ticket stock in its possession, and the risk of loss of Ticket stock shall shift to ASU upon the delivery thereof to ASU or ASU's authorized representative, agent or employee, as designated by ASU.
- 4.6 **Notification by ASU.** In the event of any breakdown or malfunction in the operation of any of the Hardware or Software, or difficulties encountered in connection with access to any of the Software, ASU agrees to promptly notify Vendor of any such breakdown, malfunction or difficulty to assist Vendor in performing its obligations hereunder.

## 5 TICKETING SERVICES

- 5.1 **Dynamic Pricing.** Vendor will provide dynamic pricing that allows price points to be easily and quickly changed based on demand. Price points can be forced based on buyer profile either through operator intervention at the box office, call center or retail outlet, or by password or other authorization via Ticketmaster.com. Varied price points by section and/or buyer profile will be supported through all Vendor sales channels, box office, internet, and call center.
- 5.2 **Pricemaster.** Vendor upon request will provide Pricemaster to analyze historical data for pricing recommendations based on, but not limited to, historical transactions, secondary market, Google query volume, sports statistics, economic data, and weather. Pricemaster will provide automated feeds for all sources of data and capture on a daily basis.
- 5.3 **Ticket Priority Order.** Vendor will allow student and season ticket holders allotment in priority order upon request from ASU Staff. Vendor will automatically calculate priority points and assign points as designated by ASU.
- 5.4 **Control and Assignment.** Vendor will allow manual and bulk assignment options when allocating seats for postseason events. Vendor will provide full seat and pricing control including the ability to adjust prices and donation levels on any seats in any Facility. Vendor will assist in programming events according to ASU's specifications, generating new event codes and manifests upon request.
- 5.5 **Purchaser Donations.** Vendor must enable donation to be included in shopping cart purchase. Vendor will accommodate the separation of donated funds from ticket sales into separate bank accounts as determined by ASU and will interface with ASU's donation software, Advance, to ensure the transfer and recording of funds. Donations include, but are not limited to seat donations, seat-related gifts for football, men's basketball, ice hockey, along with sport-restricted and scholarship gifts.
- 5.6 **Non-Ticket Items.** Vendor will process, track and report on non-ticket items including, but not limited to, parking and seatback rentals upon ASU's request.

## 6 HOSTED PLATFORM SERVICES

During the Term, Vendor shall host the Software and provide and maintain the Hosted Platform on which the Software will be installed and run, including provision of the physical environment including physical security, HVAC and power for the required server hardware for the Hosted Platform and the Software. Vendor will also provide access via certain Internet connectivity, by being responsible for network operation and availability from the public Internet up to the termination cables at the network interface card on the server hardware for the Hosted Platform. Vendor will not be responsible for power at the Facility or ASU's connectivity to the internet.

## 7 MAINTENANCE & SUPPORT SERVICES

- 7.1 **Maintenance.** Vendor shall provide ordinary and routine maintenance and repair services and



adequate support of the Hardware and Software at the Facility in compliance with the service level terms attached hereto as Exhibit C to meet the reasonably anticipated service needs of ASU from time to time in exchange for the fees set forth on Exhibit B, provided that such maintenance, repair or support is not necessitated by the negligence or willful misconduct of ASU, its employees, agents or representatives. Vendor may, from time to time upgrade or enhance the current version of the Software, and, if it does so, Vendor will notify and make available to ASU copies of such upgraded or enhanced versions of the Software for no additional fee. Vendor will not be obligated to continue to provide maintenance with respect to any version of any particular Software for more than one year after a release by Vendor of an upgraded version of the same Software.

**7.2 Support Services for ASU.** Support services will be provided, on a return call basis, during Vendor's normal business hours by personnel qualified to answer telephone inquiries by ASU seeking advice on questions and problems. Non-emergency calls, as determined by ASU, made at the end of the day, which require support services that would keep staff beyond normal working hours, will be deferred to the following business day. Support will be provided for off-hour critical system emergencies, as mutually determined by the parties.

**7.3 Archives.** In accordance with the Data Use & Ownership, Information Security, Non-Disclosure, and Records provisions of the Agreement, Vendor will maintain an archive of ASU's Archtics database for up to two (2) years in the format of ASU's then current Archtics version. Vendor will retain archives of ASU's Archtics database in excess of two (2) prior years in an offline form to be stored at Vendor's data center, which prior archives shall not be updated to ASU's then current Archtics version; provided, that Vendor will extract data from such prior archives at ASU's request and deliver such data extracts to ASU.

## **8 ADVERTISING AND MARKETING SERVICES**

**8.1 General.** In accordance with the Advertising, Publicity, Names and Marks provision in the Agreement, ASU hereby grants Vendor non-exclusive right to advertise the availability of Tickets and the Attractions related to such Tickets for the Term of the Agreement and as set forth herein. Vendor may advertise through the TM.com Website (including the Interface Page) or Vendors affiliated websites. Any other medium must be approved by ASU in writing.

**8.2 API.** At ASU's optional election upon written notice to Vendor, Vendor shall provide access and support to its existing API commands, data structures, protocols and other frameworks (the "Ticketmaster APIs"), subject to its standard program terms. Vendor agrees to waive its standard one time set-up cost of Two Thousand Five Hundred Dollars (\$2,500) in connection therewith. ASU may use the Ticketmaster APIs to build mutually agreeable software and/or applications containing business intelligence and pricing, fan experience, customer relationship management, and customer loyalty type functions to run on ASU's products, devices and/or services. As part of the Ticketmaster API program set-up, Vendor shall provide ASU with documentation describing how to use Ticketmaster API build, compile and deploy tools. Vendor shall also provide, at no additional cost to ASU, (i) up to two (2) total hours of technical phone support prior to Ticketmaster API program set-up, and (ii) up one (1) hour of technical phone support per week (but no more than eight (8) total hours of such support during the Term) after Ticketmaster API program set-up.

Any additional API support to be provided to ASU shall be at no additional cost to ASU but subject to Vendor's consent. Any Ticketmaster API program set-up and technical support related request shall be directed to Archticsintegrationsupport@ticketmaster.com. Vendor owns all rights, titles, and interest in and to the Ticketmaster APIs (and any Ticketmaster API related documentation or data made available by Vendor to ASU in connection herewith), and any intellectual property rights therein and thereto, and ASU has no ownership interest therein.

**8.3 Additional Advertising and Marketing Services.** From time to time, the Vendor may engage its subcontractors and make available to ASU certain advertising services, retargeting, social media marketing, programs and other related services ("Additional Advertising Services). Such services are permitted under this Agreements and will be subject to a mutually executed order form governed by the terms of this Agreement.

## **9 ADDITIONAL SERVICES**

For the Term of the Agreement, Vendor will provide, at no additional cost to ASU, (i) on-site support from Vendor's national or regional personnel, (ii) unique Archtics customization (e.g., diagrams, invoices, other executables, etc.), (iii) custom reporting, and (iv) customized on-line assistance (the services described in clauses (ii) through (iv) (which, for the avoidance of doubt, shall not include application programming interface ("API") related services) are referred to herein as "Customization Services".) Generally two hours of Customization Services each week are included in the annual maintenance fees of Archtics listed on Exhibit B. Customization Services that far exceed the aforementioned level of support shall be charged to ASU in accordance with Vendor's then current standard rates, provided, Vendor will notify ASU in advance should any Customization Services requested by ASU far exceed the aforementioned level of support prior to fulfilling such request, and provided further, any Customization Services far exceeding the aforementioned level of support, with the exception of Reporting, will be subject to a mutually executed SOW. Vendor will provide integrated sales and acceptance of Blackhawk gift cards whether purchased at retail locations or online upon ASU's request.

## **10 DELIVERABLES**

**10.1 Software.** Beginning on the Effective Date of the Agreement, and subject to the License provided in the Agreement, Vendor will provide ASU access to Vendors ticketing system software known and marketed as Ticketmaster Classic, AccessManager, and the additional ticket sales software and Internet-based premium Vendor services that include Archtics, AccountManager and Hosted Platform, and any new versions thereof or any other deliverables for TM System access provided to ASU by Vendor during the Term.

a. **TM Charge.** ASU shall be the merchant of record for all Ticket sales made by ASU using TM charge. Vendor shall transmit data relating to Ticket sales made by ASU using TM Charge to Vendor's credit card processor ("Processor") provided Vendor has received ASU's merchant number(s) and other necessary information for Vendor to use for the transmission of sales data. ASU shall be responsible for promptly notifying Vendor and Processor, if applicable, of any changes to the information provided pursuant to this Section. Processor will then transmit such data to the applicable credit card company for payment to ASU, subject to ASU having entered into the applicable ASU Processor Agreements (as further described below). Vendor shall use

its best efforts to ensure the accuracy of information transferred from the Processor via TM Charge, but Vendor does not guarantee the accuracy and timeliness of such information. ASU shall comply with all applicable credit card association or company guidelines (e.g. swiping all retail transactions and using customer address information for all non-face-to-face transactions). Vendor shall provide ASU with daily transaction reports regarding authorized and settled transactions. ASU agrees that, for operational and monitoring purposes, the Processor may provide Vendor with processing and settlement reports related to sales of Tickets using TM Charge.

Vendor has entered into an agreement with the Processor (the "Processor Agreement"), and ASU agrees to enter into an agreement with such Processor (the "ASU Processor Agreement") as soon as practicable after the date of this Agreement. In order to facilitate streamlined credit card authorization processing for Vendor and its clients, Vendor continues to seek to maintain relationships with superior processors throughout the Term of this Agreement. In the event that Vendor elects to use a different Processor, ASU shall enter into an agreement with such new Processor if ASU desires to continue utilizing TM Charge, it being acknowledged and agreed by ASU, however, that use of certain Software (e.g., AccountManager) may require utilization of TM Charge.

**10.2 Hardware.** Vendor shall perform an on-site survey to assess ASU's Hardware requirements, and shall provide ASU, at no additional cost to ASU, with the use of certain EMV devices and AccessManager servers necessary for TM System functionality at the ASU's Facility Box Office.

**10.3 Website/Interface.** Beginning on or shortly after the Effective Date, and subject to the completion of the installation of Archtics, Vendor will develop a co-branded web page interface for use with Software transactions that will have the look and feel of ASU's website ("Interface Page"). Such Interface Page will be maintained and hosted by Vendor on Vendor's servers for the Term of the Agreement, and will enable ASU's Subscribers to access their account information and conduct "real-time" transactions by linking to the Interface Page from the ASU's website. The Interface Page may contain a short, related textual description of AccountManager features and shall contain Vendor's designated wording and graphic depiction thereof, currently "by Ticketmaster." In the event ASU goes through a re-design of its website, Vendor will work with ASU to update the look and feel of the Interface Page at no cost to ASU. The look and feel of any and all links from ASU's Website to the Interface Page or the applicable TM.com Website are subject to Vendor's prior approval, and ASU shall comply with all terms and conditions of Vendor's Client Style Guide, as it may be updated from time to time, in connection therewith. Neither ASU nor Vendor will serve banner ads or other promotional ad units of any kind or allow any third party to serve any such ad units on the Interface Page, without the other party's prior consent.

**10.4 TM Messenger.** Vendor shall provide ASU with use of an email permission marketing tool which shall be powered by the third party enterprise-level interactive software and marketing provider and which shall be integrated with the TM System ("TM Messenger"). The parties acknowledge and agree that the "Software" as such term is used in the Agreement shall not be deemed to incorporate TM Messenger, it being understood that TM Messenger is a third party software

solution.

ASU has selected the **Base** annual subscription plan described in Exhibit B and will be provided with **Tier 1** service support as described in Exhibit B at no charge to ASU. For the avoidance of doubt, any unsent emails comprising the annual sent messages threshold for ASU's plan during each Contract Year shall expire at the conclusion of each Contract Year, and no TM Messenger credit of any kind shall be provided to ASU in connection with such unsent emails.

## 11 REPORTING

- 11.1 **Standard Reports.** Vendor will provide upon request all standard reports. Standard reports encompass the most commonly required data. Any column within a report will offer custom filtering options. Data may be sorted as the user likes and the data must be promptly displayed in an Excel spreadsheet directly from within the report. Vendor will upon request provide "User Defined Reports" which allow the user to save custom report filters.
- 11.2 **Custom Reporting.** Vendor upon request will provide custom reports for unique reporting data not addressed by the many Standard Reports. Vendor upon request will provide assistance from client support to develop custom reporting. Vendor will provide custom reports up to 10 reports per year.
- 11.3 **Transaction Reports.** Vendor shall provide ASU with daily transaction reports regarding authorized and settled transactions made using TM Charge.
- 11.4 **Data Views.** Vendor will provide upon request Data Views. Data Views are large table views, in between Standard Reports and Custom Reports, constructed to allow the user flexibility of selecting the reporting columns they wish to display in a report, sort the columns to best fit their information flow and save report filters.
- 11.5 **Game Summary Reports.** Vendor upon request will provide game summary reports which contains pre-set number of columns and contains filters for data fields that will allow the user to have access to unlimited data but requires manual manipulation. Data must be easily exported to Excel. Vendor upon request will provide customized Game Summary Reports with assistance from Vendor's client support, if needed.
- 11.6 **Filters.** Vendor upon request must provide reports that can be filtered by almost any variable in the report via user-defined filters or by a customer list via customer list filters. In addition to the foregoing, ASU will have the ability to:

Produce a real-time, user driven executive reporting of data, to include, but not limited to:

- (a) Current revenue from different sources
- (b) Revenue in comparison to previous years
- (c) Tickets sold from different sources
- (d) Payments received
- (e) Outstanding balances (both detail and summary)

(f) Student tickets claimed

(g) Renewal rates of season tickets and packages with comparison to year over year

11.7 **Accounting.** Vendor will provide automated journal entries that work with ASU's specified accounting system.

All Deliverables will integrate with existing and future ASU systems including but not limited to Salesforce.

## 12 TIMELINE

Vendor shall complete the following tasks and services in connection with ASUs transition onto the Vendor's ticketing service platform on or around the corresponding dates specified below:

| Task                   | Date                          |
|------------------------|-------------------------------|
| All Customer data      | June 5, 2017                  |
| All seating data       | June 5, 2017                  |
| All event data         | June 5, 2017                  |
| Training               | June 12, 2017 – June 16, 2017 |
| Production launch      | June 19, 2017                 |
| EMV install            | June 19, 2017                 |
| Ticket Printer Install | July 15, 2017                 |
| Access Control Install | August 15, 2017               |

## 13 TAXES

- (a) **Taxes on Hardware:** ASU shall keep the Hardware free and clear of all levies, liens and encumbrances which are caused by ASU or under ASU's control and shall promptly reimburse Vendor for all license fees, registration fees, assessments, charges and taxes, whether federal, state, county, municipal or other governmental or quasi-governmental, with respect to the Hardware located at the Facility, including, without limitation, use, excise and property taxes, and penalties and interest with respect thereto, except and excluding, however, any taxes based on or measured solely by Vendor's net income.
- (b) **Attraction Taxes:** ASU shall be responsible for calculating any and all ASU Taxes, for preparing and timely filing any and all tax returns or reports required to be filed in respect of any such ASU Taxes, and for timely remitting ASU Taxes to the appropriate taxing authority. Vendor will collect and turn over to ASU the amounts to which ASU is entitled as provided in Exhibit B. In the event that Vendor pays any ASU Taxes on behalf of ASU or Vendor pays any ASU Taxes due to a failure by ASU to provide Vendor with the required writing or documentation of any ASU tax exemptions pursuant to Section 10(d) below, ASU shall promptly reimburse Vendor for any and all such ASU Taxes paid by Vendor, including penalties and interest assessed with respect thereto (other than ASU Taxes, penalties and interest that Vendor pays directly out of ASU's Ticket Receipts), and shall also promptly reimburse Vendor for any and all expenses (including reasonable attorneys' fees) or damages that result from the failure by ASU to properly calculate and timely remit ASU Taxes assessed on all amounts received by ASU under this Agreement, to timely file all related returns or reports, or to timely reimburse Vendor for any and all such ASU Taxes, interest and penalties as provided above. Notwithstanding the foregoing, in the event that Vendor is ever required by applicable law to remit ASU Taxes directly on behalf of ASU and file related tax returns or reports, Vendor shall have the right to do so upon notice to ASU, and thereafter "Ticket Receipts" shall be defined to be reduced by such ASU Taxes. Vendor shall be responsible for calculating any and all Vendor Taxes, for preparing and timely filing any and all tax returns or reports required to



be filed in respect of any such Vendor Taxes, and for timely remitting such Vendor Taxes to the appropriate taxing authority.

- (c) **ASU's Tax Exemptions:** ASU shall notify Vendor in writing of any and all ASU tax exemptions (if applicable) and provide Vendor with reasonable proof of ASU's tax exemptions.
- (d) **Taxes on License and Maintenance Fees:** The license and maintenance fees set forth on Exhibit B are exclusive of any sales, use, value added, excise or other taxes, and ASU shall be responsible for paying all such applicable taxes.

#### **14 LOSS AND DAMAGE TO THE HARDWARE; INSURANCE:**

14.1 ASU acknowledges that the Hardware will be used by ASU at the Facility and that Vendor does not own, operate or control such location. Accordingly, ASU hereby assumes and shall bear the entire risk of loss and damage to the Hardware, ordinary wear and tear excepted, whether or not insured against, once installed, unless occasioned by the negligence or willful misconduct of Vendor, from any and every cause whatsoever from the date of delivery of the Hardware to the Facility or ASU site until removal thereof following termination of this Agreement. No such loss or damage to the Hardware shall impair any obligation of ASU under this Agreement. In the event of loss or damage of any kind to any Hardware, ASU, at its sole option, shall within thirty (30) days after such loss or damage:

- a. Place the same, or replace the same with similar property, in good repair, condition and working order to the satisfaction of Vendor; or
- b. Pay Vendor in cash the full replacement cost of the Hardware, and Vendor shall promptly install new hardware to replace the lost or damaged Hardware.

14.2 ASU shall, at its own expense, maintain at all times during the Term hereof insurance to protect the Hardware against loss, vandalism, malicious mischief, theft, or any other cause in an amount equal to the actual cash value of the Hardware. The insurance required to be maintained by ASU hereunder may be carried under a plan of self-insurance, provided that ASU provides adequate documentation thereof. In the event Vendor reasonably determines ASU has failed to meet such self-insurance requirements ASU will immediately obtain an insurance policy in the State of Arizona for insurance coverage required of ASU herein. Should ASU become unable to provide or maintain such insurance coverage, ASU shall promptly notify Vendor in writing prior to the expiration of any such coverage, and thereafter, Vendor shall have the right, but is not obligated, to provide insurance coverage for the occurrences specified herein and charge Vendor the costs of such insurance coverage.

#### **15 TITLE:**

15.1 **Hardware/Software:** ASU covenants and agrees that the Software is and Hardware are, and shall at all times be and remain, personal property which shall, at all times, remain the sole and exclusive property of Vendor, and ASU shall have no right, title or interest therein or thereto except as a licensed user thereof. ASU acknowledges and agrees that Vendor has invention rights, copyrights, and other intellectual property rights in the TM System and the information contained therein which prohibit copying, sale, modification and re-manufacture of the TM System and information regarding the TM System and which will be enforced. ASU authorizes Vendor to file a financing statement(s) with respect to the Software and Hardware, where permitted by the Uniform Commercial Code. ASU agrees to execute and deliver any statement or instrument requested by Vendor for such purpose. The filing of a financing statement is not to be constructed as evidence that any security interest was intended to be created, but

only to give public notice of Vendor's ownership of the Software and Hardware. Except as may be necessary to prevent damage to or destruction of the Hardware, ASU will not move the Hardware nor permit such Hardware to be moved without Vendor's prior written consent, which consent shall not be unreasonably withheld, and shall give Vendor prompt written notice of any attachment or other judicial process affecting any item of Hardware. Upon the expiration or termination of this Agreement, ASU shall return the Software and Hardware to Vendor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, and any and all licenses and other rights to the Software and Hardware shall terminate with respect to ASU.

## EXHIBIT B - COMPENSATION

In consideration for Vendor's services provided hereunder as an agent of ASU, Vendor shall be entitled to assess and receive charges and fees in the amounts set forth herein.

1. **ASSESSMENT OF CHARGES & FEES.** all charges and fees shall be assessed against consumers, except for Inside Charges and, at ASU's option, Archtics Transaction Fees, set forth below, which shall be assessed against ASU. In the event applicable law prohibits the assessment of such fees against consumers, Vendor and ASU shall agree on alternative means for compensating Vendor for its services in amounts reasonably comparable to those set forth in this Agreement, and as permitted by applicable law.

a. **Convenience Charge (Per Ticket):**

The per Ticket Convenience Charges shall be determined and (subject to the terms set forth herein) retained by ASU during the Term of this Agreement; provided, however, in the event any per Ticket fee in any single transaction is less than the applicable per Ticket Inside Charge due Vendor as set forth below, Vendor reserves the right to invoice ASU for the amount of such Inside Charge, or to setoff such amount against any funds held by Vendor on account of ASU.

b. **Inside Charges:**

| INSIDE CHARGES   |  |
|--|--|
| Type of Sale   | Inside Charge  |
| Telephone Sales and Internet Sales   | 10% of Face Value of Tickets with a cap of \$5.00 per Ticket |
| Other Tickets (including complimentary Tickets) printed by or on behalf of ASU | \$0.00 per Ticket  |

c. **Processing Fee (Per Order):**

| PROCESSING FEE (Per Order)         |                  |
|------------------------------------|------------------|
| Type of Sale                       | Processing Fee   |
| Telephone Sales and Internet Sales | \$1.75 per order |

Subject to the price adjustment terms and conditions set forth in Section 4 of the Agreement to which this Exhibit B is attached, the Processing Fee for Telephone Sales and Internet Sales set forth above shall be subject to automatic increase equal to any increase (rounded up to the nearest \$0.05) to the postal service rates.

d. **Mail Fee (Per Order):**

| MAIL FEE        |                 |
|-----------------|-----------------|
| Delivery Method | Mail Fee        |
| U.S. Mail       | \$2.25per order |

The Mail Fee is subject to automatic increase equal to any increases (rounded up to the nearest \$0.05) to the postal rates. ASU may elect to increase the Mail Fee by an additional amount not to exceed \$2.25 per order, and ASU shall retain the entirety of such additional amount for each Mail Fee received (and not refunded) by Vendor, less applicable taxes or credit card fees (calculated at the same rate for credit card transactions as set forth in the Agreement) on such additional amount.

e. **Archtics Transaction Fees:**

Vendor, at its option, may deduct the following Archtics Transaction Fees from the amounts owed to ASU

| ARCHTICS TRANSACTION FEES  |  |
|--|--|
| Type of Software Transaction   | Amount of Archtics Transaction Fee                 |
| New Season/Contract Ticket sales   | FEE WAIVED   |
| MiniPlan Ticket sales  | FEE WAIVED   |
| Suite Additionals  | FEE WAIVED   |
| Right of first refusal to purchase Tickets   | FEE WAIVED   |
| Parking passes   | FEE WAIVED   |
| Online seat upgrades and exchanges   | FEE WAIVED   |
| Online donations to the Sun Devil club and other development campaigns                                 | FEE WAIVED   |
| Per invoice processing   | FEE WAIVED   |
| Other Archtics transaction services including Ticket Forwarding, ticket printing and student ticketing | FEE WAIVED   |
| Single Ticket sales for all Arizona State Athletic Attractions to Subscribers                          | The Inside Charge for such Tickets set forth above |

under this Agreement or may invoice ASU for such fees.

**f. License and Maintenance Fees:**

Any initial or one time license or maintenance fees set forth below shall be invoiced and payable upon the execution of this Agreement. Thereafter, installments of license or maintenance fees set forth below shall be invoiced and payable on the first day of each Contract Year during the Term.

| SOFTWARE/HARDWARE LICENSE & MAINTENANCE FEES |   |                |                                       |
|--|---|----------------|---------------------------------------|
| Software                                     | License   | Maintenance    | Due Date                              |
| Archtics                                     | \$100,000 (annually)  | Not Applicable | 30 days from ASU's receipt of invoice |
| Archtics - Sybase Adaptive Server Anywhere   | Waived (Bundled with annual Archtics License Fee)*<br><br>* Includes thirty (30) connections (twenty six (26) connections for ASU's use and four (4) connections for Vendor's system and support services). | Not Applicable | Not Applicable                        |
| Hosted Platform                              | Waived (Bundled with annual Archtics License Fee)   | Not Applicable | Not Applicable                        |
| AccountManager                               | Waived (Bundled with annual Archtics License Fee)   | Not Applicable | Not Applicable                        |

**2. PAYMENT PROCESSING FEES.**

- 2.1 **Sales by Vendor via Telephone Sales and Internet Sales:** With respect to Tickets purchased with credit cards, debit cards, gift cards or any other methods of payment, the payment authorization and processing fees ("Payment Processing Fees") shall be passed on to ASU at the rates set forth below, which percentage rates shall be deducted by Vendor from the Ticket sales proceeds, or, at ASU's option, upon notice to Vendor, the per Ticket amount charged by Vendor to a consumer for the convenience of purchasing Tickets through the TM System ("Convenience Charge") may be adjusted to include ASU's portion of such Payment Processing Fees, provided that the Convenience Charge will be rounded up to the nearest nickel.
- 2.2 **ASU Sales Using TM Charge.** In connection with ASU's sales of Tickets utilizing electronic payments and authorized via TM Charge using either Visa or MasterCard, Vendor's credit card processor ("Processor") shall deduct the merchant fees in an amount set forth below for transactions processed on a daily basis. ASU shall also be responsible for any and all other amounts charged to Vendor (if any) by a Processor for processing ASU's transactions, including, without limitation, chargebacks, fraudulent credit card use and additional charges for failure to meet the specific timing or other qualifications of the applicable credit card association or company. In the event that ASU desires to process any credit or debit cards other than Visa or MasterCard utilizing TM Charge, then the fees for such service shall be mutually agreed upon by ASU and such credit card companies, and ASU shall enter into its own merchant agreement with such credit card companies.

| PAYMENT PROCESSING FEE  |   |
|---|---|
| Type of Sale  | Processing Fee  |
| Telephone Sales and Internet Sales  | 2.15% of Face Value of Tickets, plus any fees added to the Face Value and retained by ASU |
| Principle Ales using TM Charge (including all ASU Ticket and donation transactions processed through Archtics and ASU's Online Portal | 2.15% of all transaction processed  |

Subject to the price adjustment terms and conditions set forth in Section 4 of the Agreement to which this Exhibit B is attached, the percentage rates set forth above shall be subject to automatic increase due to increases in the interbank rates imposed on Vendor.

### 3. COMPENSATION TO ASU.

- 3.1 **Donation.** On or around June 15, 2018 and June 15<sup>th</sup> of each Contract Year during the Term of the Agreement thereafter, Vendor shall pay ASU a minimum annual donation in the amount of Fifty Thousand Dollars (\$50,000) to be used by ASU at ASU's sole discretion. In the event this Contract terminates early for any reason prior to the conclusion of any given Contract Year during which Vendor has not paid ASU the aforementioned annual donation, Vendor shall have no further obligation to pay ASU any annual donation (or any pro-rata amount thereof) for such Contract Year (or for any Contract Year(s) remaining of the full Term thereafter).
- 3.2 **ASU Royalties.** ASU shall be entitled to receive Ticket sales royalties (collectively, "Royalties") from Vendor in the amounts set forth below with respect to each Inside Charge to the extent received (and not refunded) by Vendor. Notwithstanding the above, Payment Processing Fees and applicable taxes



related to any Inside Charges shall be deducted from the applicable Inside Charges before the Royalties are calculated.

| <b>Type of Royalty</b>  | <b>Amount of Royalty</b>   |
|---|--|
| Inside Charges received (and not refunded) by Vendor for Tickets sold during the initial Contract Year commencing July 1, 2017 and continuing through June 30, 2018 | 20% of such Inside Charges, up to a maximum Royalty in the amount of \$60,000 in the aggregate for such initial Contract Year commencing July 1, 2017 and continuing through June 30, 2018 |
| Inside Charges received (and not refunded) by Vendor for Tickets sold during the Contract Year commencing July 1, 2018 and continuing through June 30, 2019         | 20% of such Inside Charges, up to a maximum Royalty in the amount of \$50,000 in the aggregate for such Contract Year commencing July 1, 2018 and continuing through June 30, 2019         |
| Inside Charges received (and not refunded) by Vendor for Tickets sold during the Contract Year commencing July 1, 2019 and continuing through June 30, 2020         | 20% of such Inside Charges, up to a maximum Royalty in the amount of \$40,000 in the aggregate for such Contract Year commencing July 1, 2019 and continuing through June 30, 2020         |

The Royalties to which ASU is entitled shall be paid to ASU within fifteen (15) days of the conclusion of the applicable Contract Year in which such Royalties are earned.

4. **PAYMENTS BY VENDOR:** ASU authorizes Vendor and the financial institution as indicated by ASU ("Bank") to deposit all settlement funds payable to ASU hereunder in the account specified by ASU ("ASU's Account"). Vendor shall collect all Ticket Receipts derived from Ticket sales made by Vendor and shall initiate payment of Ticket Receipts with respect to Ticketmaster Telephone Sales and Internet Sales (but excluding for the avoidance of doubt TM Charge transactions) to which ASU is entitled on Friday of each week with each weekly payment to be on account of TM System Ticket sales made for Attractions by Vendor during Monday through Sunday of the week preceding such payment date. Initiation of the settlement payment via direct deposit shall constitute full performance by Vendor of its obligation to make such settlement payment to ASU or to any person whatsoever. If funds to which ASU is not entitled are deposited into ASU's Account, ASU authorizes Vendor to direct the Bank to return said funds. ASU hereby releases Vendor from liability for delays or errors beyond Vendor's reasonable control, including but not limited to any errors resulting from any inaccurate or outdated Account information provided by ASU or bank processing delays, or for any related damages. ASU acknowledges and agrees that direct deposit of such funds may require up to two (2) business days for Bank processing. In the event of an error, ASU also authorizes the initiation of a debit to ASU's Account to correct the error. Each weekly settlement payment shall be accompanied by a written accounting. ASU shall designate an email address (set forth below its signature line of this Agreement) for delivery of such accounting and information regarding Attractions and Ticket sales, and shall promptly notify Vendor of any changes to such email address. The direct deposit authorization provided herein shall remain in full force and effect until Vendor has received written notification from ASU of its termination in such time and such manner as to afford Vendor a reasonable opportunity to act upon it.

5. **CANCELLATION ATTRACTIONS; REFUNDS:** In the event that any Attraction for which Vendor sold Tickets is cancelled, postponed for more than 24 hours (each, a “Cancelled Attraction”), any refund for Canceled Attractions will be in accordance with ASU’s refund policies and procedures and ASU will work with Vendor on a case by case basis to determine the if a refund will be issued. For avoidance of doubt, ASU retains the right to approve or reject issuance of a refund.
6. **INSOLVENCY; DEFICIENCY AMOUNTS; SECURITY FOR REPAYMENT.** ASU shall provide immediate written notice to Vendor in the event it files any voluntary or involuntary petition under the bankruptcy or insolvency laws or upon any appointment of a receiver for all or any portion of ASU’s business or the assignment of all or substantially all of the assets of ASU for the benefit of creditors (each, a “Material Financial Event”). The parties agree that this Agreement constitutes a financial accommodation by Vendor to ASU as such term is utilized in 11 U.S.C. §365. If at any time, the Account Balance is not sufficient to pay for anticipated refunds or Chargebacks, ASU shall deliver the amount of such deficiency (“Deficiency Amount”) to Vendor no later than twenty-four (24) hours after notice by Vendor to ASU. In the event of any Material Financial Event or in the event ASU has not paid any Deficiency Amount when due, Vendor shall have the right to suspend payment of Ticket Receipts and Royalties in advance of the occurrence of Attractions and instead deliver Ticket Receipts to which ASU is entitled post-performance (i.e. Friday of each week with respect to Attractions that occurred Monday through Sunday of the week preceding such payment date).
7. **CHARGEBACKS.** Vendor reserves the right to deduct from ASU’s settlement, portions of any Chargebacks that Vendor is assessed by its merchant bank related to the Face Value, Processing Fee, Payment Processing Fees and any other amounts due from Vendor to ASU for up to eighteen (18) months after the occurrence of an Attraction. Vendor shall be responsible for the remaining portions of any Chargebacks, except to the extent caused by ASU’s failure to obtain signatures, swipe credit cards, or follow any procedures provided by Vendor or the merchant bank with respect to acceptance of credit cards, including, but not limited to, cardholder verification instructions for will-call and other alternative Ticket delivery/pick-up services. For purposes of this Agreement, “Chargebacks” shall mean the amounts that the merchant bank is charged back by a cardholder or a card issuer under the card organization’s rules (e.g., cardholder dispute, fraud, declined transaction, returned Tickets for Cancelled Attractions, etc.).
8. **REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION:** ASU shall complete the required Form W-9 provided with this Agreement and return it to Vendor with this Agreement for purposes of reporting to the Internal Revenue Service.
9. **TM MESSENGER**

a. **Annual Subscription Fee:**

| TM MESSENGER |                          |   |
|--------------|--------------------------|---|
| Plan         | Annual Sent Messages     | Annual Subscription Fee                           |
| Base         | 0 to 2,000,000           | Waived (Bundled with annual Archtics License Fee) |
| Plan 1       | 2,000,001 to 4,000,000   | \$10,500  |
| Plan 2       | 4,000,001 to 6,000,000   | \$14,000  |
| Plan 3       | 6,000,001 to 12,000,000  | \$21,000  |
| Plan 4       | 12,000,00 to 18,000,000  | \$28,000  |
| Plan 5       | 18,000,001 to 30,000,000 | \$35,000  |
| Plan 6       | 30,000,001 to 48,000,000 | \$42,000  |
| Plan 7       | 48,000,001 to More       | \$49,000  |

b. **TM Messenger Support Plans:**

| tmMessenger Support Plans |                         |   |   |   |   |
|---------------------------|-------------------------|---|---|---|---|
| Plan                      | # of Annual Messages    | Support Plan  | Tier 1 Support  | Tier 2 Support  | Tier 3 Support  |
|                           |                         |   | TM Product Support Desk   |   | TM Product Support Desk & TM Business Consultants   |
| Base                      | 0 To 2,000,000          | <ul style="list-style-type: none"> <li>Unlimited Tier 1 Support</li> <li>Implementation Services</li> <li>Group Training - 3 Sessions</li> <li>HTML Templates - 3 Per Year</li> <li>User Documentation</li> <li>Whitepapers &amp; Best Practices</li> </ul> | <ul style="list-style-type: none"> <li>Problem/Resolution Scenarios</li> <li>Documentation Requests</li> <li>Best Practices</li> <li>Deliverability Assistance</li> <li>Account Changes &amp; Administration</li> <li>Plan Changes</li> </ul> | <ul style="list-style-type: none"> <li>HTML Programming &amp; Design</li> <li>In-Depth Troubleshooting Problem/Resolution</li> <li>Best Practices</li> <li>Deliverability Assistance</li> <li>Account Changes &amp; Administration</li> </ul> | <ul style="list-style-type: none"> <li>Strategy &amp; Campaign Development</li> <li>Segmentation &amp; Analytics</li> <li>Design &amp; Creative Services</li> <li>Deliverability Assessment</li> <li>Account &amp; Program Review</li> <li>HTML Programming &amp; Design</li> <li>In-Depth Troubleshooting Problem Resolution</li> <li>Best Practices</li> <li>Deliverability Assistance</li> <li>Account Changes &amp; Administration</li> </ul> |
| Plan 1<br>Plan 2          | 2,000,000 To 6,000,000  | <ul style="list-style-type: none"> <li>Unlimited Tier 2 Support*</li> <li>Optional Business Consulting Services @ \$250/hr</li> </ul>   |   |   |   |
| Plan 3<br>Plan 4          | 6,000,000 To 18,000,000 | <ul style="list-style-type: none"> <li>Unlimited Tier 2 Support*</li> <li>Dedicated Training - 4 Sessions</li> <li>Business Consultation - 2 Sessions</li> </ul>  |   |   |   |

|                            |                               |  |  |
|----------------------------|-------------------------------|--|--|
| Plan 5<br>Plan 6<br>Plan 7 | 18,000,000<br>To<br>Unlimited | <ul style="list-style-type: none"><li>• Unlimited Tier 3 Support*</li><li>• Unlimited Dedicated Training</li><li>• Dedicated Business Consultant</li></ul> |  |
|----------------------------|-------------------------------|--|--|

**\* All services in Tier 1 offered to Tier 2, and all services in Tier 1 & 2 offered to Tier 3.**

EXHIBIT C  
SERVICE LEVEL TERMS

1. **DEFINITIONS.** Capitalized terms used herein and defined in the Licensed User Agreement have the meanings assigned therein. Other capitalized terms have the following respective meanings:

- 1.1. **Actual Availability** means for any month during the Term, the amount of time during such month during which all Hosted Platform services were Available, net of Scheduled Outages.
- 1.2. **Available** means as to any Hosted Platform services function, that it is operational and available for access and use by ASU.
- 1.3. **Failure** has the meaning assigned in Section 2.1.
- 1.4. **Event Day** means the day any scheduled Attraction occurs.
- 1.5. **Event Day Hours** means for any Event Day, three (3) hours before through one (1) hour after the Attraction.
- 1.6. **Hosted Platform services** means all services that Vendor is obligated to provide under this Agreement.
- 1.7. **Net Time** means for any month, the total amount of time in such month, net of Scheduled Outages.
- 1.8. **Non-Prime Time** means all times other than Prime Time.
- 1.9. **Prime Time** means for any month, the hours from 8:00 am to 6:00 pm Eastern Time, Monday through Friday and Event Day Hours.
- 1.10. **Problem** means any of the following (including without limitation, any Failure), organized by severity:

***Level 1:*** Hosted Platform service performance is degraded. Acceptable work around is available. Functionality is noticeably impaired but business operations continue.

***Level 2:*** ASU or any authorized designee is hampered from performing common business functions using the Hosted Platform services. No acceptable work around is available.

***Level 3:*** ASU or any authorized designee is unable to access one or more Hosted Platform services, causing critical impact to ASU production business operations, if service is not restored quickly. No work around is available.

- 1.11. **Scheduled Outage** means any period during which one or more Hosted Platform services functions are not Available for (a) scheduled maintenance, (b) scheduled enhancement or (c) scheduled repair.
- 1.12. **Target Availability** means for any calendar quarter 99.50% of Net Time.
- 1.13. **Technical Support** means support provided by Vendor to answer questions or provide assistance to ASU concerning the operation of the Hosted Platform services. Technical Support excludes time spent to analyze or resolve Problems.
- 1.14. **Unscheduled Outage** means any period during which any Hosting Service is not Available, excluding Scheduled Outages.
- 1.15. **Unavailability** means any period during the Term when any Hosting Service is not Available, including without limitation, the duration of any Level 2 or Level 3 Problem until complete resolution.

2. **PROBLEM REPORTING & RESOLUTION.**

- 2.1. **Problem Reporting.** ASU will be responsible for initial Problem reporting via email and phone within one business day of becoming aware of the problem. (Feature and enhancement requests may also be submitted via email). Escalation procedures outlined below will be followed by Vendor. If the problem is caused by a failure within the Hardware, system Software or Vendor production network, Vendor will be responsible for restoring service to the ASU. If the problem is determined to be due to an application failure, Vendor will have the responsibility for the

recovery of applications and relevant data (including raw and calculated data). Failure means any of the failures described in this paragraph.

- 2.2. **Problem Resolution.** Vendor will commit full-time resources during Technical Support hours to resolve any Level 2 Problem. Vendor will commit full time resources around the clock to resolve any Level 3 Problem. ASU will reasonably assist with problem analysis and application recovery as requested by Vendor. Problem resolution support is staffed 24 hours a day, 7 days a week. This level of support monitors all production system parameters and remediates any issues that arise.
3. **Monitoring.** Vendor will use tools and utilities to monitor application availability and performance. Vendor proactively manages all databases for performance. This includes automated and manual techniques that re-index tables, shrink and truncate unnecessary data logs and nightly database backups. Vendor will provide PCI-compliant measures to monitor or address (a) malware, spyware, viruses, failed logon attempts and the like; and (b) data theft or attempted thefts and shall promptly notify ASU in the event any problem.
4. **Technical Support.** Vendor shall make Technical Support available to ASU via email or in person via telephone at:

Chris Gauvin, [chris.gauvin@Vendor.com](mailto:chris.gauvin@Vendor.com), (981) 348-1724

Technical Support will be staffed during Technical Support Hours as follows:

Hours of Operation

Monday – Saturday: 5:00am to 8:00pm Pacific

Sunday: 7:00am to 7:00pm Pacific

How to contact Vendor:

ASU can submit requests via the Support Tab on the Client Center

Phone: 877-787-5151, option 1 for IT & option 2 for product software

Email: [ClientSupport@Vendor.com](mailto:ClientSupport@Vendor.com)

## 5. SUPPORT AND PROBLEM RESOLUTION PROCESS.

- 5.1. **Initial Response.** All contact made via email will be responded to within sixty (60) minutes of receipt during Technical Support Hours. Phone contact will be made immediately if support staff is available at the time of call. Otherwise, phone messages will be responded to within sixty (60) minutes of receipt during Technical Support hours.
- 5.2. **Tickets & Resolution.** After receipt of a request from ASU, Vendor will open a support ticket (a) immediately upon receipt of the request from ASU during Technical Support Hours or (b) promptly upon receipt if the request is for Problem resolution and is outside Technical Support Hours. ASUs should provide sufficient information in order to reproduce the problem. ASU and Vendor will agree upon an assigned Severity Level in order to properly assign the problem to the correct resource for resolution. Level I and Level II issues are assigned immediately to a resource for resolution. Target resolution times are always as soon as possible, but actual resolution times will vary depending on the complexity of the problem and resolution.



6. **DISASTER.** In the event of a catastrophic Problem, Vendor will make all Hosted Platform services Available to ASU within 24 hours, although performance (as opposed to functionality, which must be fully restored within 24 hours) may be initially degraded; provided that 50% performance will be restored within seven (7) days and 100% performance will be restored within 14 days.
7. **CUSTOMER AVAILABILITY.** The TM System shall be available to customers purchasing Tickets at least 99.4% of the time measured over a running annual basis, net of Scheduled Outages.

EXHIBIT D  
APPROVED ASU MARKS

| PRIMARY MARKS  |  |   |  | WORD MARKS   |   |
|--|--|---|--|--|---|
|  1    |  2    |  3     |  4      |  5 |  6 |
|  |  |   |  |  7 |  8 |
| WORD MARKS   |  |   |  |  |   |
|  9    |  10   |  11   |  12   |  |   |
|  13   |  14   |  15   |  16   |  |   |
|  17  |  18  |  21  |  22  |  |   |
|  19 |  20 |   |  |  |   |
|  23 |  24 |  25 |  26 |  |   |

## EXHIBIT E INFORMATION SECURITY

All systems containing ASU Data must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable federal and state laws, regulations and policies. To diminish information security threats, Vendor will (either directly or through its third party service providers) meet the following requirements:

- (a) Access Control. Control access to ASU's resources, including sensitive ASU Data, limiting access to legitimate business need based on an individual's job-related assignment. Vendor will, or will cause the system administrator to, approve and track access to ensure proper usage and accountability.
- (b) Incident Reporting. Report information security breaches that affect ASU Data within 72 hours to ASU (including those that involve information disclosure incidents, unauthorized disclosure of ASU Data, network intrusions, successful virus attacks, unauthorized access or modifications).
- (c) Off Shore. Direct services under this Contract will be performed within the borders of the United States, Canada, the UK, and Ukraine. Any services that are described in this Contract that directly serve ASU and may involve access to secure or sensitive ASU Data or personal client data or development or modification of software for ASU will be performed within the borders of the United States, Canada, the UK, and Ukraine. Unless stated otherwise in this Contract, this requirement does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of this Contract. This provision applies to work performed by subcontractors at all tiers and to all ASU Data.
- (d) Patch Management. Carry out updates and patch management for all systems and devices in a timely manner. Updates and patch management must be deployed using an auditable process.
- (e) Encryption. All systems and devices that store, process or transmit sensitive ASU Data must use an industry standard encryption protocol for data in transit and at rest.
- (f) Notifications. Notify ASU promptly if Vendor receives any kind of subpoena for or involving ASU Data, if any third-party requests ASU Data, or if Vendor has a change in the location or transmission of ASU Data. All notifications to ASU required in this Information Security paragraph will be sent to ASU Information Security at [Infosec@asu.edu](mailto:Infosec@asu.edu), in addition to any other notice addresses in this Contract.
- (g) Security Reviews. Complete SOC2 Type II or substantially equivalent reviews in accordance with industry standards, which reviews are subject to review by ASU upon ASU's request. Currently, no more than two reviews per year are required.
- (h) Scanning and Penetration Tests. Perform periodic scans, including penetration tests, for unauthorized applications, services, code and system vulnerabilities on the networks and systems included in this Contract at regular intervals in accordance with industry standards and best practices. Vendor must correct weaknesses within a reasonable period of time.
- (i) ASU Rights. Intentionally omitted.

- (j) Secure Development. Use secure development and coding standards including secure change management procedures in accordance with industry standards. Perform penetration testing and/or scanning prior to releasing new software versions.

EXHIBIT F  
INSURANCE REQUIREMENTS

Without limiting any liabilities or any other obligation of Vendor, Vendor will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged, including any warranty periods under this Contract, or are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the work hereunder by Vendor, its agents, representatives, employees or subcontractors.

These insurance requirements are minimum requirements for this Contract and in no way limit any indemnity covenants in this Contract. The University does not warrant that these minimum limits are sufficient to protect Vendor from liabilities that might arise out of the performance of the work under this Contract by Vendor, its agents, representatives, employees, or subcontractors.

**A. Minimum Scope and Limits of Insurance:** Vendor will provide coverage with limits of liability not less than those stated below:

**1. Commercial General Liability – Occurrence Form.** Policy will include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

|  |             |
|--|-------------|
| • General Aggregate                                | \$2,000,000 |
| • Products – Completed Operations Aggregate        | \$1,000,000 |
| • Personal and Advertising Injury                  | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability                             | \$ 50,000   |
| • Each Occurrence                                  | \$1,000,000 |

- a. Policy will be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Vendor.”
- b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Vendor.

**2. Automobile Liability.** Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

|                               |             |
|-------------------------------|-------------|
| • Combined Single Limit (CSL) | \$1,000,000 |
|-------------------------------|-------------|

- a. Policy will be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Vendor, involving vehicles owned, leased, hired, or borrowed by Vendor.”
- b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Vendor.

c. Policy will contain a severability of interest provision.

3. **Worker's Compensation and Employers' Liability.** Statutory limits, as amended from time to time, and in each case no less than the amounts specified below:

Workers Compensation

Employers Liability

- |                           |             |
|---------------------------|-------------|
| • Each Accident           | \$1,000,000 |
| • Disease – Each Employee | \$1,000,000 |
| • Disease – Policy Limit  | \$1,000,000 |

- a. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Vendor.
- b. This requirement will not apply to: Separately, EACH contractor or subcontractor exempt under ARS § 23-901, AND when such contractor or subcontractor signs the appropriate waiver (Sole Proprietor/ Independent Contractor) form.

4. **Technology/Network Errors and Omissions Insurance.**

- |                    |             |
|--------------------|-------------|
| • Each Claim       | \$2,000,000 |
| • Annual Aggregate | \$4,000,000 |

- a. This insurance will cover Vendor's liability for acts, errors and omissions arising out of Vendor's operations or Services, including loss arising from unauthorized access or use that results in identity theft or fraud.
- b. If the professional liability insurance required by this Contract is written on a claims-made basis, Vendor warrants that any retroactive date under the policy will precede the effective date of this contract, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.

5. **Professional Liability (Errors and Omissions Liability).**

- |                    |             |
|--------------------|-------------|
| • Each Claim       | \$1,000,000 |
| • Annual Aggregate | \$2,000,000 |

- a. If the professional liability insurance required by this Contract is written on a claims-made basis, Entity warrants that any retroactive date under the policy will precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for 2 years beginning at the time work under this Contract is completed.

- B. Additional Insurance Requirements:** All policies, except for Vendor's Workers Compensation policy, will include, or be endorsed to include, the following provisions (blanket endorsements are not acceptable):

1. The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, wherever additional insured status is required such additional insured will be covered to the full limits of liability purchased by Vendor,



even if those limits of liability are in excess of those required by this Contract.

2. Vendor's insurance coverage will be primary insurance with respect to all other available sources.
  3. Coverage provided by Vendor will not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. Notice of Cancellation: Any cancellation for non-payment of premium in the insurance policies above will require ten days prior written notice sent directly to Director of Risk Management, Arizona State University, PO Box 876512, Tempe, AZ, 85287-6512 and will be sent by United States certified mail, return receipt requested.
- D. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above required minimum insurer rating is sufficient to protect Vendor from potential insurer insolvency.
- E. Verification of Coverage: Vendor will furnish ASU with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by ASU before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract must be sent directly to Director of Risk Management, Arizona State University, PO Box 876512, Tempe, AZ, 85287-6512. ASU's project or purchase order number and project description will be noted on each certificate of insurance. Upon request, The State of Arizona and/or ASU reserve the right to inspect all insurance policies required by this Contract relating to any claim arising under this Contract.

- F. Subcontractors: Vendor's certificate(s) will include all subcontractors as insureds under its policies or Vendor will furnish to ASU separate certificates and endorsements for each subcontractor. All coverages for subcontractors will be subject to the minimum requirements identified above.
- G. Approval. These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from the insurance requirements in this Contract will require the approval of the Arizona Department of Administration Risk Management Section.